IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15/09/2003

CORAM

THE HONOURABLE MR.JUSTICE A.K.RAJAN

W.P.NO.21338 OF 2002

Vl. Spl.91, Arugavoor Primary
Agricultural Co-operative Bank
rep. by its Secretary,
Aruganoor
Cheyyar Taluk
Tiruvannamalai District .. Petitioner

-Vs-

1. The Presiding Officer,
Labour Court,
Vellore

2. R. Ramachandran .. Respondents

This writ petition is preferred under Article 226 of the Constitution of India praying for the issue of a writ of certiorari, as stated therein.

For Petitioner : Mr.K.S.Kumar

For Respondents : No appearance

:ORDER

This writ petition has been filed by the petitioner herein for the issue of a writ of certiorari calling for the records relating to the order passed in C.P.No.9 of 2000 by the Presiding Officer of the Labour Court, Vellore on 11.4.2002 and to quash the same.

2. The case of the petitioner is that the second respondent was working with the Petitioner Co-operative Bank. He retired from service on 31.5.1998. A settlement was arrived at on 24.2.1999 under Section 1 8(1) of the Act. Therefore, the benefit of the settlement is not applicable to the person, who retired on the date of settlement. The present petition has been filed against the order of the Labour Court, allowing the claim petition filed by the second respondent, claiming benefits under the settlement arrived at under Section 18(1) of the Act.

3. The learned counsel appearing for the petitioner submitted that

the second respondent retired on 31.5.1998, and that he was not in service on the date of settlement, namely, on 24.2.1999. The benefit of settlement is applicable only to those persons, who were in service on 24.2.1999, the date of settlement. The persons, who had already retired from service, are not eligible to get the benefits under the said settlement. Therefore, the order passed by the Labour Court allowing the claim petition is illegal, and hence, the same is liable to be set aside.

4. Clause 22 of the 18(1) settlement reads as follows:

"The persons to whom this agreement apply: This agreement would apply to all those persons, who are in service on 1.7.97 and also to those persons, who joined subsequently."

From this, it is seen that the benefit of the agreement is available to all those persons, who were in service on 1.7.1997. Admittedly, the second respondent was in service on 1.7.1997; he retired only on 31 .5.1998. Therefore, the benefit of this agreement is available to the second respondent

also. Hence, the Labour Court has rightly allowed the claim petition of the second respondent. There is no illegality in the said order. The writ petition is devoid of merits and the same is dismissed. No costs.

Index : Yes
Internet : Yes
vvk

To
The Presiding Officer,
Labour Court,
Vellore

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